

Oakshire – A Subdivision in Johnson County, MO

Declaration of Covenants, Conditions, Restrictions, and Easements

CCRs for Oakshire Plat 1, Plat 2, Plat 3, Plat 3a, and Plat 4

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A History of Oakshire

Harte Development, Inc., a Missouri Corporation, was the original owner of record of Oakshire, First Plat, which is a subdivision of land in Johnson County, Missouri, as shown on the recorded plat filed in Plat Book 10 on pages 60 and 61 at the office of the Recorder of Deeds for Johnson County, MO, Warrensburg, MO. March 16, 1990 a copy of covenants, conditions, and restrictions (CCRs) was adopted to protect and benefit future property owners as well as to dedicate utility and road right of way easements. The Developer also created and incorporated under the laws of the State of Missouri, as a Not-for-Profit Corporation, Oakshire Homeowners Association (OHOA), to administer and enforce the CCRs as well as to collect and disburse assessments and charges created within those CCRs.

In time, all the lots in Plat 1 were sold and each property owner became members of the HOA and were subject to the CCRs upon purchase of their lot. Plats 2, 3, 3a, and 4 were also developed and their respective CCRs adopted, which had some differences when compared to the CCRs for Plat 1. In 2014, the owners of the Lots in Plat 1 decided by written majority vote to change the CCRs for Plat 1 before their expiration date of March 16, 2015 to allow the CCRs to be rewritten in plain language, as well as to make modifications in Article 1, Sections 2-10. Members of Plat 1 also voted to include Plats 2 through 4 so all Oakshire property owners live under the same CCRs. From 2015 to 2019, the owners of Oakshire properties in Plats 2, 3, 3a, and 4 all voted to accept the newly written Plat 1 CCRs for their respective Plats. The following CCRs were adopted for all of Oakshire and supersede all prior CCRs of Oakshire Plats previously filed in the Record Book at the office of Recorder of Deeds, Johnson County, MO.

Plat	Adoption Date	Superseded Pages Previously Filed	Superseded Amendments Previously Filed
1	March 11, 2015	Book 961, pages 236-249	Book 1037, pages 294-300, Book 1078, pages 99-100, Book 1104, pages 160-161, Book 1245, pages 1-18, Book 1256, pages 139-140, Book 1353, pages 1-4, Book 1391, pages 213-217, 218-227, Book 1570, pages 161-166, 167-168, Book 1665, pages 65-66, Book 1747, pages 199-201, Book 1749, pages 204-205, Book 1910, pages 76-77, Book 1944, pages 296-297
2	May 14, 2017	Book 1324, pages 139-153	
3	August 25, 2017	Book 1746, pages 20-35	
3a	August 16, 2017	Book 1484, pages 68-79	
4	January 6, 2020	Book 2604, pages 70-85	

ARTICLE I - USE OF LOT PROPERTIES

Section 1. Lot Use

a. Residential

The primary use of each lot is for residential purposes, but agricultural crops are permitted. (If a public agency accepts responsibility to maintain Oakshire roadways and requires the restriction of agricultural crops, the Association may modify this Section to reflect this change.) A maximum of one residence is permitted per lot. A residence may include a maximum of 2 sets of living quarters for 2 different related family units when one family unit has only 1-2 family members.

b. Prohibited Activity

No noxious, offensive, or illegal activity is allowed upon any lot. A mobile home, capped basement, tent, camper, or outbuilding cannot be used as a temporary or permanent residence.

Section 2. Residence Building Criteria

a. Plans – Type and Approval

All houses must be constructed to meet FHA (Federal Housing Administration) or VA (Veterans Administration) financing standards, as long as Johnson County, MO requires this to accept and provide full maintenance for the roads of this subdivision. All house plans (and foundation plans if requested) must be approved in writing by the OHOA Architectural Review Committee before start of construction or renovations. The OHOA has 45 days from receipt of the plans to either approve or deny approval to plans. Approval will occur for plans that comply with these CCRs. Each owner is responsible to ensure all buildings comply with the CCRs.

b. Prohibited Construction

No earth contact homes. No mobile homes, no modular homes, and no factory assembled houses as defined in Article X, Section 10. Each house must be constructed and assembled on site in Oakshire. No portion, section or entire room of the house located above the foundation may be pre-assembled and transported to Oakshire. Above ground materials may be cut to size off site and subassemblies such as bathroom modules, kitchen cabinet modules, roof trusses, stairways, doorways, wall panels, floor panels, and other subassemblies smaller than an enclosed room are permitted.

c. Foundations

Each residence must have a permanent poured concrete foundation that extends below frost line (36 inches unless either FHA or a Public Agency in authority establishes frost line to be different, but in any case it must be 30 inches or greater) around 100% of the perimeter of the building. Unless the foundation between ground level and the house siding at the front of the house is faced with brick, the foundation along the front of the house must be backfilled with soil to within 18 inches of where the foundation meets the house except at: windows, terrace down to driveway, slope down to basement doors, or windows at the side of the house; or to within 3 feet of where foundation meets house siding for a maximum of 30% of the front length of the house if front yard slopes downward at that side of the house; or the front of a split ranch must be backfilled to a level that is within 12 inches of front door sill and to within 12 inches of bottom of front windows. Detached garages and garages separated from the house via a canopy or breezeway are not required to conform with the foundation requirements for a house even when garage exterior construction and materials are the same as, or similar to, the house.

d. Front entries

The front door, if any, of each residence must have a concrete stoop or step, or a poured concrete footing for porch or deck. A maximum of one pedestrian entryway is permitted on the front of each house.

e. Square Footage and Garages

House Type	Minimum square foot requirement in living area*	Minimum size garage to be completed on the same lot prior to occupancy of home (must have functional door)
Single story above ground	1300 sq. ft.	2 car attached** within +/- 30 in. of main living vertical floor level
	1500 sq. ft.	1 car attached**, basement garage, or 2 car detached
1 ½ story, or 2 story, or raised ranch	850 sq. ft. on each story*** OR 1040 sq. ft. on one story*** with a total of 1700 sq. ft	2 car attached** garage
	1850 sq. ft.	1 car attached** or basement garage, or 2 car detached
Split level	1500 sq. ft. with at least 600 sq ft on each level that is at least 24 ft wide in the narrowest part	ground level 2 car garage under one level with basement under the other level
Houses without basements under at least 70% of the living area	1950 sq. ft. (not counting porches)	At least 650 sq. ft of 2 car or larger attached** garage

*Living area is calculated using exterior wall outside dimensions of areas that have at least 7 feet minimum headroom. Bay windows in a wall that extends to the floor are included as living area. Up to 100 sq. ft. of a recessed front entry or porch at the front of the house is considered living area if it is within the perimeter of the foundation and is under the main roof.

**A garage is considered attached when constructed of the same exterior material and/or painted the same color as the house, and is connected to the house via a permanently attached breezeway or canopy (open or enclosed) that has a 4 feet or greater width center ridge shingled roof which is no more than twice as long as it is wide.

***Finished basements do not count as a story. 2nd story must have inside stairway access, windows, and at least 7 feet headroom unless 1st story meets single story house requirements.

f. Exterior Walls

The outside walls of the residence building must meet and contact or overlap the perimeter foundation. Exterior wall surfaces (i.e. siding) above the foundation or basement above grade of the house cannot be made of poured concrete, masonry block, composition or metal roofing materials, or any metal other than commercial house siding. Exterior walls must use a minimum of 2 by 4 vertical studs, which have a nominal cross section of about 1½ inches by 3½ inches and provide about 3½ inches horizontal space for insulation. Any alternate must be approved in writing by the OHOA prior to start of construction.

g. Dimensions

The narrowest horizontal dimension on at least 1040 sq. ft. of living area of each single-story residence must be a minimum of 24 feet. Minimum front length of each single-story dwelling must be 46 feet, or 50 feet if including an attached garage.

h. Roofing and Gutters

Each single-story house must have at least 8 inches of roof overhang (not including the gutter) over a minimum of 70% of the sum of the combined front length and back length of the house. Residence roofs and attached garage roofs must be center ridge or hip construction over the required minimum square foot requirement of living area and must have asphalt composition shingles or wood shake shingles over entire roof. Metal roof building materials must be submitted and approved by the OHOA. Metal roof will be approved or denied dependent upon the quality of the materials being used. The minimum roof slope or pitch on single story residences and attached garages must be five inches vertical per 12 inches horizontal. All residences and attached garages must have gutters on the sides below roof slopes.

Section 3. Construction Time

a. Residences

The exterior of residences must be completed within 9 months from the start of construction. All residences must have a finished exterior before they can be occupied.

b. Garages and Outbuildings

The exterior of garages and outbuildings must be completed within 6 months. An attached garage is only considered an outbuilding in this case when it is constructed at a different time than the house it is attached to. If an outbuilding is started on a lot before the construction of the home, it must be completed within 4 months.

c. Other Buildings

Nine months is allowed to complete the exterior of any other building.

d. Post-Disaster

In the event a fire, windstorm or other event causes damage to the exterior of a building, you have six months from the damaging event to either repair or demolish the structure.

Section 4. Outbuilding Criteria

Plans for all outbuildings (i.e. any building separate from the house including detached garages, storage sheds, pet houses, and children's playhouses) **must be approved by the OHOA prior to the start of construction.** All outbuildings must be constructed with the same exterior roof and wall requirements as the residence (see Article I, [Section 2f](#) and [2h](#)) EXCEPT:

1. 8 inches of roof overhang and gutters are not required.
2. There are no foundation requirements.
3. All doorways visible from the road must have working doors.
4. If the exterior surfaces are smooth or without a pattern, there must also be wood stripping or batts on a minimum of 2-foot centers.
5. Metal outbuildings (either wood post frame or steel) must be pre-engineered with high quality materials designed for long maintenance free appearance.
6. Only one outbuilding is permitted on a Lot prior to start of construction of the house.
7. After the residence is built, there can be 3 total outbuildings per lot and their total interior area can be no more than 2000 sq. ft. In the case an Owner has a residence on their Lot, and desires to build an outbuilding on an adjacent Lot they also own, they may do so, so long as the stated maximums are not exceeded (in this case, a total of 3 outbuildings on both Lots, with a combined maximum 2000 sq. ft.). Animal pens on the lot can affect the total maximum number of outbuildings allowed – see [Section 9](#).
8. Only one outbuilding per lot can have less than 160 sq. ft. of floor space.
9. Two pet houses (less than 4 feet high and less than 16 sq. ft. of floor space) are allowed in addition to the 3 outbuildings. (Additional criteria for animal enclosures/pens and dog runs can be found in [Section 9](#).)
10. All outbuildings, except pet houses and children's playhouses, must have 6½ feet minimum head room.
11. Any roof that is not center ridge or hip construction must be approved in writing by the OHOA and filed on record at the office of the Recorder of Johnson County, Missouri.

Section 5. Required Locations

a. Utility Lines

If an underground electric distribution line supplies electricity to the transformer that will be used for a particular house, then both the electric service line from the transformer to the house or meter and the telephone service line from the telephone main line to the house must be underground. See [Article III – Easements](#), for lot specific utility easements.

b. Driveways

Lots 1-10, 25, 68 and 88 ([see Figure 6](#)) may not construct regular driveway access to and from Z Hwy. Lot 24 is the only Lot in Oakshire that is allowed to have regular driveway access to and from Z Hwy. Driveways are permitted outside the side building lines for the front 40 feet of any Lot, and outside of the side building lines on Lots 61 and 62 for the front 80 feet, on the north and west sides of Lot 96A, on the south sides of Lot 97A, 102, 103, and 108, on the north side of 99A, and on the east sides of 54, 89, and 117. Driveways are permitted on an owner's adjacent

Lot, so long as they are located outside the indicated side property line of each Lot. Some Lots have driveway easements detailed in [Article III – Easements](#). No additional road easements, roads, streets, and public thoroughfares can be constructed on or across a part of any lot. Private driveways are to be used by that Lot only and/or an adjacent Oakshire lot and cannot extend to the outer boundary of Oakshire. This declaration does not change the status of NW 785 RD, NW 795 RD, NW 1621 RD, or NW 790 RD.

c. Building Areas and Building Elevations

Except as described otherwise in Article I, all buildings must be a minimum of 50 feet from streets or roads or road right of ways and a minimum of 20 feet from side and rear property lines. Building areas and the building elevations for Lots 1-11, 23, 26-27, 43-51, and 56-57 are more restrictive than the set-backs for the rest of Oakshire because the creeks on these lots are subject to flooding. All buildings on Lots 1-11 must be constructed on the east side of the creek on that lot. All buildings on Lots 26-27 must be within the area identified as “Building Area.” All buildings on Lots 43-51 must be between NW 785 RD and the rear building line or the Conservation Drainage Easement, whichever of the two is closest to NW 785 RD. All buildings on Lots 4, 16-17, 23, 31, and 56-57 must be a minimum of 40 feet from the top edge of the bank of the east-to-west storm water runoff creek or have the garage floor and backfill around the house foundation be at an equivalent elevation or higher. At the end of the document are drawings that detail building areas, setbacks, and easements on some lots.

- [Figure 1](#) details the building areas for Lots 5-11 and 28
- [Figure 2](#) details the building area for Lot 28 and establishes the points for the Elevation Table mentioned in the following paragraph
- [Figure 3](#) details the easements and building area for Lots 25, 26, 27, and 43 - no buildings are permitted within the Soil Conservation Easement
- [Figure 4](#), similar to Figure 2, includes the rear building lines for Lots 28, 29, 30, and 31
- [Figure 5](#) details the rear building lines for Lots 46, 47, 48 and 49
- [Figure 6](#) shows a map of all Lots in Oakshire and the Plat each was developed in

All houses on Lots 1A, 2, 3, 4, and 27 must have a full perimeter foundation which is back-filled around the full perimeter to an elevation that is at the same level as or higher than the elevations listed in the ELEVATION TABLE below. The floor of all garages constructed on these lots must also be the same level as or higher than the elevations listed. The garage floor on Lot 7 must be above the undisturbed rear building line on Lot 7 as measured 260 ft. from the front along the north side and 235 ft. from the front along the south side as shown on Figure 1.

ELEVATION TABLE: Minimum elevation of back-fill and garage floor shall be:

On Lot 1A – ½ ft. below point A on [Figure 2](#).

On Lot 2 – ½ ft. above point B or ½ ft. above point C on [Figure 2](#).

On Lot 3 – ½ ft. above point C or ½ ft. above point D on [Figure 2](#).

On Lot 4 – ½ ft. above point D or ½ ft. below point E on [Figure 2](#).

On Lot 27 – same level or higher than points B, C, D, or E on [Figure 2](#).

d. Outbuildings

All buildings must be at least 50 feet from streets or roads or road right of ways and at least 20 feet from side and rear property lines. Any outbuildings (detached garage, outbuilding, pet house, etc.) that are constructed with different exterior materials from ground level up than the residence (or an outbuilding constructed before the residence) must be located at least 125 ft from the road frontage. Any outbuildings on Lot 1A other than a bus stop shelter must be at least 80 feet from Z Highway.

e. Fuel Containers

All propane containers and other fuel containers 10 gallons or greater positioned in one spot for longer than 30 days and visible from the road must be located behind the rear of the house or the sides of the house, whichever is farthest from the road.

f. TV Dish Antennas

TV dish antennas must be located at least 125 feet from the road frontage.

g. Swimming Pools

Adult-sized swimming pools that are installed in one spot for more than 30 days must be located behind a line parallel to the rear of the house as viewed from the road adjacent to that lot.

h. Fencing – see [Section 8](#) of this Article I.

i. Animal Pens/Enclosures and Dog Runs – see [Section 9](#) of this Article I.

Section 6. Lot Appearance, Parking, and Trash

a. Lot Appearance

All houses, garages, outbuildings, and other items on all lots must have a neat exterior appearance and be maintained in good condition.

b. Inoperable or Unlicensed Vehicles

A non-working or unlicensed road motor vehicle may be kept outside for a maximum of 30 days, and it must be on its tires. Otherwise, it must be parked inside a garage or outbuilding.

c. Large Trucks

Commercial vehicles/trucks greater than 1 ton are not allowed to be parked outside on any lot except during construction or for two weeks during moving. Otherwise, they must be parked inside a garage or outbuilding.

d. Farm Tractors

Farm tractors can be parked on a driveway from April through November, so long as it is parked further from the road frontage than the front of the house, unless the tractor is not visible from the road. During the rest of the year, tractors must be parked inside a garage or outbuilding.

e. Trailers, Boats, Campers and Motorhomes

A maximum of one trailer, one boat, and one camper or motorhome may be parked outside on each lot, provided they are road-worthy (licensed and maintained in good working condition). Unhoused boats, campers, or trailers must be behind a line parallel to the rear or side or sides of the house that are farthest from the road frontage. In the event an owner cannot park accordingly, a written request for a variance on parking can be submitted to the OHOA. The OHOA's decision will be binding on all parties. Campers installed on a pickup truck and van campers are not included in this parking requirement.

f. Temporary Storage Containers and Portable Type Buildings

Portable On Demand Storage (PODS) type containers or other portable buildings and containers including enclosures that have 2 or more skids are considered temporary storage containers — even if it has the appearance of an outbuilding or detached garage — and may only be in Oakshire for a maximum of 10 days when located closer to the road frontage than the front of the house. If all or part of the container is located further from the road than the front of the house it can stay on the lot for up to 2 months. And if the container is completely out of view from the roadway, it can stay on the lot for a maximum of 4 months. These storage times are not cumulative or additive (in other words, you cannot keep moving the container to new locations on the lot in order to try and gain more time). If you exceed the allowable storage time, the penalty is \$2 per day for the first 15 days when paid in advance OR \$5 per day if not paid in advance and \$5 per day for all days exceeding 15 days.

g. Tents

Recreational tent camping is allowed for a maximum of 7 days in any month, provided the tent is not visible from the road.

h. Trash

No trash, interior type house furniture, appliances, vehicle parts, or building materials (except during construction) may be placed or left unhoused on any lot. Trash cans should not be kept in front of the house.

i. Mowing

Vacant lots without houses do not have to be mowed. Owners of lots with residences have discretion as to how much of their lot is mowed.

Section 7. Lot Splits

Lots 12, 33, 52-54, 68, 78, and 88 cannot be split. Any other Lot can be split into smaller lots than is shown on the recorded subdivision plat when all the following requirements are met:

a. Approval

Written approval must be received from the Missouri Department of Natural Resources for permission to use individual on-site sewage disposal for each part of a lot split, which must be delivered to the Johnson County, Missouri Health Department, and the Oakshire Homeowners Association, prior to start of construction of a house on any lot split.

b. Building Line

The minimum building line (defined as the shortest straight line width across the lot approximately parallel to the road frontage at the front of the residence location) of each lot split must be 200 feet or more.

c. Road Frontage

Each residence and each lot split must have a minimum of 100 feet of road frontage.

d. Acreage

Each lot split and each residence must have a minimum of two acres.

Section 8. Fencing

Any fencing located between the roadway and a line parallel to the rear and/or side of the house farthest from the road, as well as any fencing within 75 feet of the road must meet the following requirements:

1. Maximum height is 4½ feet.
2. No barbed wire, unless it's located inside of other fencing (barbed wire, woven wire or other fencing that was installed on some lots before 3/9/03 is permitted in as-in condition and may be maintained.)
3. Any metal wire fencing must be well maintained and decorative (ie non-rusting). Chain link fence must use galvanized steel posts. The Association's decision stands as to whether or not a fence is considered decorative.
4. If wood is used other than split rail logs or full round logs, it must be painted white (ex. white picket fence or white horizontal board fence) or be unpainted cedar picket.
5. Pickets must have a minimum horizontal spacing between pickets of 60% of picket width.
6. Electric fencing must be installed inside another non-electric fence to protect persons outside the fence from being shocked. Pet containment electric fences that only deter pets wearing a device and do not shock other persons do not require additional fencing.
7. Construction must be completed within 6 months from construction start.
8. Except for wire or decorative fence between the house and the roadway, all fencing located elsewhere on a lot must be of one type of construction materials, method and size, or if adjacent to it, be the same as the fence in front of the house.
9. Plant arbors are not considered fences but must be well maintained and if between the house and the roadway, must be decorative.
10. All fencing within 175 feet of a roadway that is constructed before the house foundation is poured must also meet the above requirements.

Exceptions or variances may be made to the fencing/animal enclosure portions of this Section 8 when approved in writing by all Oakshire lot owners within 600 feet of the fence or enclosure and the Association. The Association's approval must be filed with the Johnson County, MO Recorder at the expense of the lot owner requesting special approval prior to the start of construction.

Section 9. Animals

a. Prohibited Animals

No hogs are allowed. No feed lot, commercial kennel, or similar operation is permitted. Donkeys that bray are not allowed. Any dog mixed with wolf or coyote AND/OR any dog that is declared "dangerous," "vicious" or similar by a Johnson County, MO enforcement agency is not allowed. Animals and reptiles normally found in the wild that would be considered dangerous if loosed are not allowed. The Association's interpretation or ruling of what is dangerous or vicious will be binding on all parties. Any animal keeper or lot owner responsible for a prohibited animal must remove it from Oakshire within 10 days after being notified.

b. Livestock

Only two head of livestock (horses, cows, goats, etc.) plus their unweaned offspring are permitted per lot. Grazing on the front 175 feet of the lot in non-wooded areas should allow for the average grass or legume height to be 1½ inches or more so that there are no grazed or trampled areas devoid of grass, legume, or other green cover.

c. Poultry

Poultry must be contained on the lot and must be a small enough quantity so that they do not result in an offensive odor on another lot. The Association's ruling on such a reported odor will be binding on all parties.

d. Dogs and Cats

A maximum of 3 dogs and a maximum of 3 cats plus 1 unweaned litter of pups and 1 unweaned litter of kittens are permitted per lot. Dogs must be contained on the lot or be on a hand-held leash or be under effective and actual voice control of a person responsible for them.

e. Horseback Riding

Horseback riding is permitted on Oakshire road right-of-ways.

f. Animal Housing – see previous [Section 4](#), Outbuilding Criteria.

g. Animal Pens/Enclosures and Dog Runs

Above ground animal enclosures or pens (that are NOT outbuildings or pet houses – see [Section 4](#) – Outbuilding Criteria) must be constructed of rust-free wire or meet the requirements of fence located between the house and the roadway (see [Section 8 - Fencing](#)). The additional criteria also apply:

1. Construction of animal enclosures must be completed within 6 months from construction start.
2. Any tops or overhead supports for animal enclosures must be open mesh wire fencing (rust-free) without other cover or material or debris on the open mesh AND all horizontal or slanted support members for the tops must be made of rust resistant metal.
3. A maximum of 2 animal enclosures in addition to perimeter fence or partial perimeter fence are permitted per lot.
4. The total of outbuildings plus animal enclosures per lot is 3 maximum, unless the animal enclosures are wire fence construction AND extend across at least 75% of the width of the lot AND are at least 60% as deep as they are wide.
5. Animal enclosures that are narrower than 75% of the width of the lot, pet houses, and animal enclosures with tops must all be located behind a line parallel to the rear or side or sides of the house that are farthest from the road.
6. Dog runs must be at least 25 feet from side and rear property lines and be located behind a line parallel to the rear or side of the house that is farthest from the road except chain link dog runs that are attached to the house, which must be at least as far from the road as the front of the house.
7. No animal may be tethered, enclosed in a fence or pen, or otherwise contained on the lot unless there is a house occupied by people on that lot.

Exceptions or variances may be made to the animal enclosure portions of this Section 9g when approved in writing by all Oakshire lot owners within 600 feet of the fence or enclosure and the Association. The Association's approval must be filed with the Johnson County, MO Recorder at the expense of the lot owner requesting special approval prior to the start of construction.

Section 10. Culverts

Culverts for driveways must be adequately sized to accommodate the rainwater runoff from the culvert drainage area. Culverts must be 18 inches in diameter or greater, unless they are within 200 feet from the top of a hill, then they can be 15 inches in diameter (unless a larger minimum size is required by Johnson County, Missouri as a provision for accepting responsibility for maintenance of the Oakshire roadways).

Section 11. Firearms

Firearms are not to be discharged on any property in Oakshire unless contained within 4 enclosed concrete walls.

Section 12. Voting to Change CCRs within Article 1, Sections 2-11

Changes can be made to the provisions within Article I, Sections 2-11, if approved in writing by the owners of 2/3 of the Lots within Oakshire and filed on record at the office of the Recorder of Johnson County, Missouri. Voting rights for members must be determined per [Article V](#) and [Article VI, Section 13](#). Any other changes to these CCRs may be made per [Article XI, Section 1](#).

ARTICLE II, SEWAGE DISPOSAL

Section 1 – Septic System Requirements

All septic systems in Oakshire must be formally approved by the Missouri Department of Natural Resources and the Johnson County, MO Health Department or other responsible Missouri agency and a copy of such written approval delivered to the Association before any sewage system construction may begin. The requirements from these agencies takes precedent over anything written in this Article II.

a. Aerator Tank with Laterals

Before occupancy, each residence must have an on-site sewage disposal system that conforms to the subsurface absorption lateral design and location as approved for this Subdivision by the Department of Natural Resources of the State of Missouri on November 29, 1988. Each house must have a JET aerator tank or National Sanitation Foundation (NSF) approved aerator tank, or other aerator tank approved in writing by the Developer, all without chlorinator but with other components to provide a complete disposal system.

- On Lot 55, the underground sewage laterals must be at least as far from the road as the nearest percolation test site.
- On Lot 57, the easterly percolation test site location is on an agricultural type terrace and this easterly percolation test site was verified to be an acceptable location for underground sewage laterals on the agricultural type terrace only if it is not removed.
- On Lot 59, the underground sewage laterals must be at least 20 feet back from (east of) the front of Lot 59.

b. Other Systems

Deviation from the aerator tank with lateral system is permissible only when approval is obtained in writing from the Department of Natural Resources of the State of Missouri or its successor Missouri agency and copies of the approval are delivered to the Johnson County Missouri Health Department or its successor and to the Association. At this point, the Developer may waive the provision or requirement for use of an aerator without chlorinator and instead authorize the use of an alternate approved system approved by the State of Missouri at those locations by making the change in writing and filing it for record at the office of the Recorder of Johnson County, Missouri. In the event that a waiver is obtained for an on-site sewage disposal system such as a lagoon, evaporation pond, or stabilization pond that does not use subsurface soil absorption of the sewage effluent as an important feature, then a chlorinator must be installed between the aerator tank and the lagoon or other non-subsurface soil absorption system and be continuously maintained with proper chemicals. Lagoons require a perimeter fence at least 4' high and must be made of chain link or painted wrought iron that is constructed in a way so that pets and children cannot pass through it. The fence must have a gate that is locked at all times. Any other fence must be approved in writing by the Association.

c. Problems and Inspections

All sewage disposal systems must be maintained and operated free of offensive odors and so that all discharged waste is contained on the lot in accordance with state regulations.

The Developer, official representatives of the Association, and official representatives of the Johnson County Missouri Health Department all have the authority to enter on any lot to inspect a sewage system that has been reported as being suspect of inadequate operation. The owner will be given at least 2 days' notice of the inspection prior to entry on the lot to check the sewage system. If the inspecting party can determine that the sewage system is malfunctioning without actually going onto the lot, it is the inspector's own discretion whether or not to go onto the lot for an inspection.

The Developer, the Association, and the Johnson County Missouri Health Department each individually or collectively have the authority to order that inadequate, overloaded, or malfunctioning sewage disposal facilities be repaired, relocated, extended, or replaced within 30 days of providing written notice to the lot owner. If the situation is not corrected within 30 days, the Association or the Developer has the right to contract for such work and assess the cost against the lot upon which the work is done and materials supplied. The cost plus interest compounded on an annual rate of 12% will be added to and become part of the annual maintenance assessment or charge against the lot and a lien will be placed upon the property and becomes the personal obligation of the person or persons who was the Owner of the lot when the work was done and materials furnished.

If a lot owner disagrees with the inspecting party's decision that the sewage disposal facilities need to be so improved, the lot owner may retain two engineers licensed to practice in the State of Missouri, but not affiliated with each other, to inspect the sewage system on a date or dates selected by the Association or the Developer. If either of the 2 licensed engineers concludes that the sewage system is inadequate or malfunctioning, or in need of change, the lot owner must pay for the services of both engineers and must make the necessary changes to the sewage system. If both licensed engineers conclude that the sewage system is adequate, the Association will pay for the services of both engineers and will accept the engineers' findings.

The right of entry onto each lot and the right to enforce this provision is granted to the Developer, the Association, and to their agents and contractors.

ARTICLE III – EASEMENTS

Section 1. Road Easement

There is a 20 feet wide road construction and maintenance easement on both sides of the 60 feet wide road right of way for all Oakshire roads. If a public agency ever accepts ownership and full maintenance responsibilities for roadways, the 20 feet wide construction easement is cancelled and no longer exists unless required by the public agency.

Section 2. Ditch Easements

a. 10 Feet Storm Water Maintenance Ditch Easements

A 10 foot storm water maintenance ditch easement exists on each side of the bottom center line of the ditch:

1. on Lots 77 & 78 that starts on Lot 78 near Lot 79 adjacent to the roadway south of the front corner between Lots 77 & 78, and then flows in a southwesterly direction along and or near the property line between Lots 77 & 78.
2. on Lots 75 & 76 that starts on Lot 75 near Lot 76 adjacent to the roadway south of the front corner between Lots 75 & 76 and then flows in a southerly direction along and or near the property line between Lots 75 & 76.
3. on Lots 71 & 72 that starts on Lot 71 near Lot 72 adjacent to the roadway south of the front corner between Lots 71 & 72 and then flows in a southerly direction along and or near the property line between Lots 71 & 72.

*At any location where the entire drainage channel of the ditch in items 1, 2, or 3 of this Article III, Section 2 is on only one lot, the owner of that lot may divert the runoff from the ditch onto that lot for the purpose of simultaneously constructing a pond on that lot. In that case, the adjacent lot owner may not divert the ditch upstream of the pond without the written permission of the owner whose lot has the pond, and said written permission has been filed at the Johnson County, Missouri Recorder at Warrensburg, MO

4. on Lot 89 that starts adjacent to the public roadway approximately 180 feet easterly from the front corner between Lots 89 & 54, and then flows in northeasterly direction until it meets the other ditch on Lot 89 with a 12 feet easement, described in this same Section 2.
5. on Lot 90 that starts adjacent to the public roadway approximately 160 feet northwesterly from the front corner between Lots 90 & 91 and continues on Lot 90 until it empties into the culvert under the roadway. This ditch is at its furthestmost point onto Lot 90 approximately 35-50 feet onto Lot 90 in a southwesterly direction from the roadway.
6. on Lots 93 & 112 that starts adjacent to the roadway south of the front corner between the lots and then flows in a westerly direction along and on both sides of the property line between the lots,
7. and on Lot 102 that starts adjacent to the roadway approximately 125 feet south of the front corner between Lots 102 and 103, and then flows in in a westerly direction on Lot 102.

b. 12 Feet Storm Water Maintenance Ditch Easement

A 12 foot storm water maintenance ditch easement exists on each side of the bottom center line of the ditch on Lot 89 that starts at the end of the culvert under the roadway, which is approximately 95 feet westerly from the front corner between Lots 89 and 101 and continues in a curving fashion generally to the north until it meets another ditch on Lot 89 that flows westerly.

c. 15 Feet Storm Water Maintenance Ditch Easement

A 15 feet storm water maintenance ditch easement exists on each side of the bottom center line of the ditch on Lot 111A that starts adjacent to the roadway approximately 40 feet north of the front corner between Lots 111A and 99A, then flows in an easterly direction on Lot 111A and eventually crosses onto Lot 99A.

Section 3. Water Hydrant Easements

Each water hydrant that is connected via appropriate fittings and pipe to the main trunk water line and is suitable for fire protection usage has a 5 feet radius utility and use easement around it and an easement 10 feet wide from the hydrant to the road or road right-of-way closest to it. Fence is prohibited within this easement and fence is prohibited between this easement and the road.

Section 4. Driveway Easement

There is a driveway easement on Lot 107 for Lot 106's use. The easement starts on the north side of the cul-de-sac, which is also the property corner between Lots 104 & 107, and then proceeds northerly to a point that is 35 feet due west of intersection of the 121.01 1. and the 267.21 ft. easterly sides of easement reserved for future road on Lot 107, and then proceeds N 00° [3' 53" W 267.21 ft. until it intersects the south 455.60 ft. side of Lot 106. Lot 106 is responsible, unless requested otherwise by Lot 107, for maintaining this easement and Lot 107 property to the west of it, and this easement does not include permission for Lot 106 to remove the fence that lies west of the 267.21 ft. part of this easement.

Section 5. Pond Easement

Each of Lots 118 and 96A has an easement on the other of the 2 lots for pond water and what is naturally in it to extend onto the other lot. This easement does not include the right to:

1. trespass onto the other lot except for mutually agreed upon maintenance or other maintenance as specified herein
2. to seine fish from the pond
3. to apply fish kill chemicals
4. to apply chemicals to kill aquatic underwater or surface water plants
5. to drain water from the pond
6. to damage the pond dam
7. to lower the elevation of either the pond dam or pond spillway.

Items (2) to (6), inclusive, may be conducted if both lot owners agree in writing. The owner of each lot has the right to extend the surface area of the pond on his/her lot via excavation that does not alter the dam. Required pond and dam maintenance will be shared as: the owner of Lot 118 must pay for 2/3 of the cost of maintenance and the owner of Lot 96A must pay for 1/3 of the maintenance cost. Maintenance will only be done after both parties agree to it in writing, however if one owner believes pond or dam maintenance is required and the other owner will not agree to either the maintenance or to pay for it, either owner may retain either a professional engineer licensed in Missouri or a professional geologist licensed in Missouri to inspect the pond and dam. If the licensed professional concludes maintenance is not required,

the lot owner who requested it will pay for the inspection, but if the professional concludes that maintenance is required, the cost for the inspection and its report will be paid for by the owners of both lots. If one owner does not pay for either its share of agreed upon required maintenance or its share of maintenance recommended by the professional, the other owner has the option to loan the OHOA the full cost of the maintenance. In that event, the OHOA is hereby directed to assess each of the 2 lot owners their appropriate share of the cost of the maintenance, the assessment to be treated the same as assessments in Article VI, with total payback period not to exceed 3 years, and interest on any unpaid balance shall be 2 points over the prime rate being used by a bank where the OHOA has its account, and late payment shall be treated the same as for other OHOA late payments as provided for in Article VI Section 9 and in OHOA bylaws.

Section 7. Utility Easements

Utility easements exist on the following lots:

1. Lot 19, at the south side of Lot 19 for underground utilities to provide service to the property east of Lot 19.
2. In addition to utility easements shown for Oakshire 4th Plat, the easement for underground residential utilities at the front or southerly side of Lots 53 and 79 to 88 inclusive is 30 ft. wide instead of 20 ft.
3. On Lot 62, a 7 foot wide easement is granted adjacent to the 220 foot side for placement and maintenance of underground utilities serving Lot 63. This easement is for the sole purpose of installing and maintaining underground utilities and does not prevent the Lot 62 owner from fencing, installing a driveway and other items, planting, or doing other maintenance or enhancement within the easement; and the Lot 63 owner is responsible for repairing any damage done during utilities maintenance in this easement.

Section 8. Sign Easements

1. On Lot 25, in the southwest corner (see [Figure 3](#)) and Lot 1A in the northwest corner (see [Figure 4](#)) there is a sign easement which is granted to OHOA for maintaining the brick entryway sign and the grounds surrounding it. The owners of Lots 25 and 1A may do maintenance and mowing within the easement area. The easement does not authorize the removal or maintenance of trees beyond the easement area, unless they are apt to, or do cause damage to the entryway sign.
2. On Lot 68 at the northwest corner, and Lot 88 at the southwest and northwest corners, there are also easements for OHOA signs or monuments. The first 2 of these monument easements start at the east edge of Highway Z right-of-way and extend in an easterly direction along NW 795 Rd for 30 feet. The easement on Lot 68 extends in a southerly direction onto Lot 68 for 35 feet, and the easement on Lot 88 extends in a northerly direction onto Lot 88 for 35 feet, which results in each monument easement being 35 feet long in a north-south direction by 30 wide in an east-west direction. The sign or monument easement at the northwest corner of Lot 88 is an approximate rectangle measuring 30 feet the northwest corner southerly along the Z Highway right-of-way and

also 20 feet from the northwest corner easterly along the 475.19 feet side of Lot 88 with the other 2 sides each perpendicular one of the other 2 sides as described in this sentence.

ARTICLE IV- HOMEOWNERS ASSOCIATION

On August 18, 1989 the Secretary of State of Missouri issued a certificate of incorporation for Oakshire Homeowners Association, a general not-for-profit Missouri Corporation, stating that the Articles of Incorporation of Oakshire Homeowners Association have been filed at the office of the Secretary of State of Missouri and that Oakshire Homeowners Association is entitled to all rights and privileges granted such corporations. The Articles of Incorporation state, among other things, that membership in Oakshire Homeowners Association is required by and restricted to landowners and grantees in Oakshire in accordance with the Bylaws. The members of the Association hold title to and assume management, control, maintenance, and liability of (1) these CCRs; (2) all streets and roads that have been dedicated to public use in the Plat and the Subdivision unless maintained by another public agency in accordance with the rules and Bylaws of the Oakshire Homeowners Association; and (3) all water hydrants acceptable for use for fire protection that are not serviced and maintained by a water company or other public agency. The Directors of the Association issued Bylaws prior to the first annual meeting in 1990; the Bylaws and any subsequent revisions to them are binding on all members of the Association.

ARTICLE V - MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership

All persons who are owners of any Lot, including contract buyers, are a member of the Association. This does not include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership. Membership obligation may not be separated from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot shall be the sole qualification for membership.

Section 2. Voting Rights

Every Lot has one vote. When more than one person owns a Lot, the vote for their Lot will be exercised as they among themselves determine. No more than one vote will be allowed per Lot. Should any Lot or Lots be split into smaller lots than originally platted, then each Lot-split that contains a residence will be considered one Lot for purposes of voting rights and assessments. Should any adjacent Lots with the same owner be resurveyed into one single lot, each original adjacent Lot is still assessed separately and retains a separate vote.

ARTICLE VI - MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments

The Developer and/or Owner, for each Lot owned, must pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements which are fixed and established per these CCRs. The annual and special assessments, together with any interest or collection charges, will be charged to the land and will be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, collection costs, and reasonable attorney's fees will also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation shall not pass to Owner's successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments

The assessments levied by the Association is used exclusively for the purpose of promoting the safety and welfare of the residents in Oakshire, specifically for the following:

a. Roads and Road Right-of-Way

The Association can levy assessments to provide and maintain the oiled chip and sealed roads and road right-of-ways not otherwise provided by Johnson County, MO, or any public agency or authority. This includes, but is not limited to, additional assessment for any road or road right-of-way improvements or changes required or proposed by Johnson County, MO, or any public agency or authority as criteria for accepting the roads as county or municipal roads before ownership transfer occurs. These additional assessments will be against members who are owners of lots that are adjacent to the road being transferred to a public agency or county, or the road surface being sealed. In the event the ownership of some, but not all, of the roads in Oakshire are transferred to Johnson County, MO, or any public agency or authority, any required transfer improvements will be assessed only to Owners of Lots adjacent to the roads being transferred, AND road maintenance for roads not being transferred to Johnson County, MO, or other agency will be assessed only to Owners of Lots adjacent to those untransferred roads.

Each Owner is responsible for maintaining the road right-of-way between the Owner's front property line and the driving surface of the roadway by removing or controlling trees, brush, and debris. If Owner or owner's contractors or agents damage the driving surface or other surface within the 60 feet wide road right-of-way, the owner must repair the surface damage to the Association's or public agency's satisfaction. Any road surface damage that impairs driving must be repaired the same day the damage is done. If required by Johnson County, MO or other public agency assuming full or partial maintenance responsibility of the roads, each Owner will be responsible for removal of any trees or other plants, and establishment of grass or other acceptable ground cover and installation and maintenance of a driveway culvert. In the event any Owner does not provide such required repairs, improvements and maintenance, the Association may provide written notice to complete the required improvements and

maintenance within 30 days from date of notification via either personal delivery of notification or via delivery by U.S. certified mail of notification. If a notified Owner does not complete the required improvements and maintenance within the specified time, the Association may do so and levy an additional assessment against the Owner's Lot or Lots to cover the expense of such effort. This additional assessment will be due within 30 days of when the Owner is notified of such assessment.

If as a criterion for transfer of road ownership and maintenance responsibilities to Johnson County, MO, or other public agency, improvements or changes must be made that are on the Owner's side of the 60 feet wide road right-of-way, the cost of such improvements or changes shall be borne by the Association and not by the individual Owner upon whose Lot the changes are made, and if such changes are required, the Association shall plant grass seed on any disturbed area and shall replace any driveway or fence on any disturbed area, but shall not be required to replace trees, shrubs, walls or other improvements on such disturbed area. The Association has the right to conduct routine maintenance on all or any of the road right-of-way between the driving surface and the outside edge of the 60 feet wide road right-of-way. If Association so elects, Association may assess the expense of this maintenance equally against all members or may assess the expense directly against the Owners of lots adjacent to road right-of-way receiving the maintenance. The Association has the right, but is not required, to provide snow removal from any, or all of the road or roads in the Properties. The expense of such snow removal shall only be assessed against Members whose Lots are adjacent to road surface receiving snow removal.

b. Water Hydrants

The Association has the right to install, maintain and pay for the use of water hydrants and water service associated with fire protection.

c. Trash Removal

The Association has the right, but is not required, to collect and dispose of refuse, trash, rubbish, and the like and to pay for such collection and disposal.

d. Taxes

The Association has the right to pay taxes, if any, on the Common Properties.

Section 3. Basis and Maximum of Annual Assessments

Until January 1, 1990, there shall be no assessments.

a. Maximum Road Assessment for Any One Year per Six-Year Period

For a maximum of any one year during each 6-year period, the maximum annual road maintenance and improvement assessment shall be 250% of the Association's estimate of the average yearly cost for maintenance and improvement for the next 2-year period. For all other years, the annual road maintenance and road improvement assessment shall be a maximum of 130% of either the actual cost of road maintenance and improvements during the preceding

year, or the Association's estimate of the cost for road maintenance and improvements during either the current year or the following year.

b. Maximum Assessment for Other Items

From and after January 1, 1990, the maximum annual assessment for items other than road maintenance, road improvement, water hydrant service for fire protection, trash collection if any, and capital improvements if any, shall be \$10.00 per Lot for the first such year, and annual assessment may be increased effective January 1st of each year without a vote of the Members in conformance with the rise, if any, from July 1, 1989, of the Consumer Price Index (published by the Department of Labor, Washington, D.C.) for the preceding month of July.

c. Voting Requirements to Change Maximum Assessments

From and after January 1, 1990, the maximum annual assessment in Article VI Section 3 may be increased above that established by the Consumer Price Index formula by a vote of the Members for the next succeeding 3 years, and at the end of each such period of 3 years, for each succeeding period of 3 years, provided that any such change shall have the assent of 51% of the votes of each class of Members who are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. The limitations hereof shall not apply to any change in the maximum and basis of the assessments undertaken as an incident to a merger or consolidation in which the Association is authorized to participate under its Articles of Incorporation.

d. Fixed Assessments May Not Exceed Maximums

After consideration of current costs and future needs of the Association, the Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements

In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only, but which may be payable over a number of years, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a capital improvement, provided that any such assessment shall have the assent of 51% of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 30 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 5. Uniform Rate of Assessment

Both annual and special assessments must be fixed at a uniform rate for all Lots to which they apply and may be collected on a monthly or annual basis at the option of the Association.

Section 6. Minimum Permissible Assessment for Road Maintenance

Until such time, if any, that other permanent arrangements have been made for satisfactory maintenance of Oakshire roads and road right of ways, the Association will maintain roadways in satisfactory driving condition and Members will be assessed for this maintenance.

Section 7. Quorum for Any Action Authorized Under Article VI Sections 3(c and 4

At the first meeting called to address a particular issue or issues, as provided in Article VI Sections 3 and 4, the presence at the meeting of Members or of proxies entitled to cast 20% of all the votes of each class of Membership constitutes a quorum. If the required quorum is not met at any meeting, another meeting may be called, subject to the notice requirement in Article VI Sections 3 and 4, and the required quorum at any such subsequent meeting must be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting may be held more than 60 days following the preceding meeting.

Section 8. Annual Assessments Due Dates

The Board of Directors will fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment will be sent to every Owner. The due dates will be established by the Board of Directors. The due date of any special assessment under Section 4 hereof will be fixed in the resolution authorizing such assessment.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association

Any assessments which are not paid when due are considered delinquent. If the assessment is not paid within 30 days after the due date, the assessment will include a late fee equal to \$5.00 per month, charged monthly until the assessment is paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of such action will be added to the amount of such assessment. No owner may waive or otherwise escape liability for assessments by abandonment of Owner's Lot. The interest rate stated in Article VI, Section 9 and in Article II may be changed if such change has the assent of two-thirds of the votes of each class of Members who are voting in person or by a proxy at a meeting duly called for this purpose, written notice of which will be sent to all Members not less than 30 and not more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 10. Subordination of the Lien to the Mortgages

The lien of the assessments provided for herein are subordinate to the lien of any mortgage or mortgages. Sale or transfer of any Lot does not relieve the Lot from liability for any assessment lien, except in cases of foreclosure.

Section 11. Exempt Property

All properties dedicated to and accepted by a local public authority are exempt from the assessments created herein. However, no land or improvements devoted to residential use will be exempt from said assessments.

Section 12. Certificate of Payment of Assessment

The Association will upon demand at any time furnish to any Owner liable for an assessment a certificate in writing signed by an Officer of the Association, setting forth whether the assessment has been paid. A reasonable charge may be made by the Association for issuing the certificate. The certificate will be conclusive evidence of payment of any assessment.

Section 13. Suspension of Voting Rights

The Association has the right to suspend the voting rights of a member for any period during which any assessment against the member's Lot is past due more than 180 days and remains unpaid; and for any period during which there is an infraction of this Declaration.

Section 14. Roster and Addresses of Owners

Initially on becoming an Owner and whenever the Owner's address changes thereafter, each and every Owner has the responsibility to notify the Association in writing of that Owner's mailing address. Not more than 90 days in advance of notifying Owners of the assessment against each lot, the Association will prepare a roster of Owners which will include the applicable assessments against each Owner's lot. The roster will be kept by the Director or Association Officer so assigned and will be open to inspection by any Owner. Reasonable charges may be made to the requesting Owner for this inspection.

Section 15. Special Assessment for Reimbursement of Legal- Expenses & Court Costs

If an Owner or their tenant(s)' or contractor(s) or guest(s) violates any of the provisions of these Covenants, Conditions, Restrictions, and Easements, and the Owner does not correct the violation within either 30 or 90 days, whichever is requested via a written notice that the Association sends or delivers to the Owner's Oakshire mailing address, then the Association may bring an action at law against that Owner and in that event the Owner will be responsible for and required to pay for 75% of the Association's legal costs to enforce these Covenants and Restrictions. The assessment for payment of 75% of the Associations' legal costs will occur only if either the Association's attorney or a Judge handling the case agrees that there was a violation. The Association's legal costs and authorized actions as described in this Section may include but are not limited to reasonable attorney's fees, court costs, and the costs to prepare and file a lien against an Owner's property (lot), and the authority and costs to foreclose the lien against the property

ARTICLE VII - INDEBTEDNESS

The Association has the power to borrow money for the purpose of improving the roads, road right-of-ways, utilities, or fire protection, or for the purpose of enforcing any and all CCRs applicable to the Properties, and to assess members for reimbursement of principal and interest payments on such borrowed amount. The Association may borrow money for other purposes provided that any such borrowing be approved by 70% of the members of each class via a vote in person or by proxy at a meeting duly called for this purpose, written notice of which must be mailed to all members at least 30 days in advance to explain the purpose of the meeting.

ARTICLE VIII - COMMON PROPERTIES

Every member has a right and easement of enjoyment in and to the roads and other Common Properties, and such easement is granted to every Lot. The rights and easements of enjoyment created hereby as to the Roads and other Common Properties is the right of the Association so they may direct road maintenance. If the Association transfers road maintenance to a public agency that does not require road easements, they will cease to exist.

ARTICLE IX - ADDITIONS

Section 1 - Additions to Oakshire

Additional land may become subject to Oakshire CCRs in the following manner:

a. Other Additions

Upon approval in writing of the Association, pursuant to a vote of its members as provided in its Articles of Incorporation, the owner of any property who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association, may file of record a Supplementary Declaration of Covenants and Restrictions.

b. Mergers

If the Association merges or consolidates with another Association (per the Articles of Incorporation) its properties, rights and obligations may be legally transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may be legally added to the properties, rights and obligations of the Association as a surviving corporation due to a merger. The surviving or consolidated association may administer the CCRs established by this Declaration within the Existing Property together with the CCRs established upon any other properties as one scheme. No such merger or consolidation, however, may revoke, change or add to the CCRs established by this Declaration within the Existing Property except as hereinafter provided.

ARTICLE X - DEFINITIONS

Section 1. "Association" or "OHOA" means Oakshire Homeowners Association, specified in Article IV, its successors and assigns.

Section 2. "Properties" means Oakshire, a subdivision of land in Section 18, Township 47 North, Range 28 West, Johnson County, Missouri, as shown on the duly recorded plat thereof as filed at the office of the Recorder of Deeds for Johnson County, Missouri, Warrensburg, Missouri, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Lot" refers to any plot of land containing a minimum of two (2) acres as shown as one of the numbered tracts upon any recorded subdivision map of all or any portion of the Properties.

Section 4. "Member" means every person or entity who holds membership in the Association.

Section 5. "Owner" means the record owner, whether one or more persons or entities, of title to any Lot which is a part of the Properties, including contract buyers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Developer" means Harte Development, Inc., and owner or owners of additions, if any, to Oakshire, their successors and assigns.

Section 7. "Lot-split" refers to any division and dimensional change, or any resurvey of a Lot.

Section 8. "Residence" or "house" means any portion of a building designed and intended for use and occupancy as a residence by a single family.

Section 9. "Road" means the private or public roads or streets and the rights-of-way thereof as shown on the recorded plat or plats, subject to easements for utilities and constructed and dedicated by the Developer to the Association for maintenance and the use of members and owners, their families and guests and of public officials while acting in such capacity.

Section 10. "Factory assembled house" means any house wherein the portion above the foundation is pre-assembled elsewhere as 2, 3, 4, or more sections, any of which enclose an area as large as a room and said pre-assembled sections are moved to the construction site or lot as completed or partially completed major subassemblies. A house that has some or all of the materials cut-to-size and or pre-assembled into small subassemblies at another location and transported to Oakshire as pre-cut pieces of lumber and, subassemblies such as individual bathroom modules, kitchen cabinet modules, roof trusses, stairways, doorways, wall panels of any length, floor panels sized for the largest 2 rooms or smaller, and other subassemblies smaller than an enclosed room, is not a Factory assembled house per this definition. Mobile homes and double wide modular homes even those installed on a permanent foundation and those with the roof transported other than in final position or separate from the rest of the structure, are Factory assembled houses per this definition.

Section 11. "Common Properties" means roads, Oakshire entry monuments, and water hydrants that are appropriate for fire protection.

Section 12. "Raised Ranch" means a house with 2 stories of living area, one directly above the other, wherein the front wall of the first level of living area is partially below ground level at the front of the house and has windows and a door, and the bottom of each front window and door is no more than one foot above the ground which is adjacent to that window or door.

ARTICLE XI - GENERAL PROVISIONS

Section 1. Duration

These CCRs are binding on all parties and persons who are owners of Lots in Oakshire for a period of 5 years from the date these covenants are recorded. The CCRs will automatically extend for successive periods of 5 years unless a document signed by the majority of the then owners of Lots in Oakshire has been recorded with the Recorder of Deeds of Johnson County, Missouri, agreeing to change the CCRs either in part or in whole. To change the CCRs (aside from minor changes to Article I, Sections 2-11), at least 80% of the owners of Lots in Oakshire must file a signed and notarized statement attesting to such change for record with the office of the Recorder of Deeds of Johnson County, Missouri.

Section 2. Enforcement

Any lot owner or the Association itself has the legal right to prosecute at law any party, heir, or owner who is in violation of these CCRs, in order to prevent that person from doing so, and/or to recover damages for the violation. If an owner or the Association chooses not to enforce a particular covenant or restriction, they still retain the right to do so in the future.

Section 3. Severability

If a court of law judges any one of these CCRs to be invalid, any other provision in these CCRs will continue to remain in full force and effect.

IN WITNESS WHEREOF, Oakshire Homeowners Association has caused these presents to be signed by its President and the corporate seal to be hereto attached this 7th day of October, 2020.

Pamela Schleif
Pamela Schleif, President of
Oakshire Homeowners Association

State of Missouri }
 } SS
County of Cass }

On this 7th day of October, 2020 before me, appeared Pamela Schleif to me personally known, and said Pamela Schleif who being by me duly sworn, did say: that she is the President of Oakshire Homeowners Association, a Missouri non-profit association, and that the seal affixed and sealed in behalf of said corporation by authority of its Board of Directors, and said Pamela Schleif acknowledged said instrument to be the free act and deed of said Oakshire Homeowners Association;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal at my office in Cass County, Missouri, the day and year last above written.

Notary Public Dennise A. Bowyer

My Term Expires 4-10-2024



FIGURE 2 OF [ARTICLE I, SECTION 5](#)

Locations B, C, D, and E are each at the intersection of the easterly extension of the property line between 2 lots and the westerly edge of the graveled surface of NW 785th Road. Location A is at the southerly edge of the graveled surface of NW 785th Road, 130 feet easterly from the northwest corner of Lot 1 as shown hereon. If any graveled surfaces are altered to another material, the elevation of points A, B, C, D, and E shall be measured from that new material surface. (Lots 1-2 have been combined into Lot 1A)

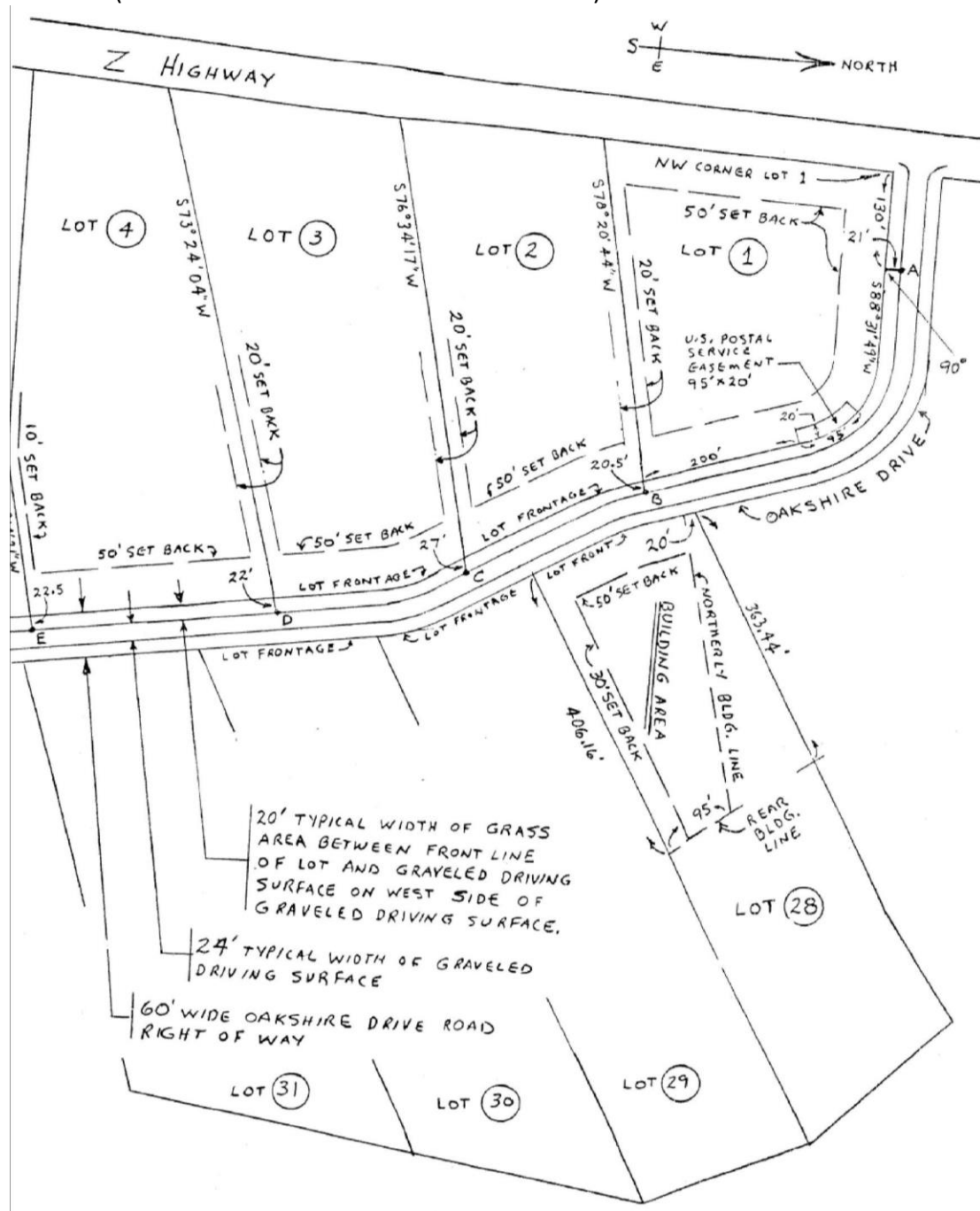


FIGURE 3 OF [ARTICLE I, SECTION 5](#)

Additional easements and building restrictions for Lots 25, 26, 27 and 43. This image was revised August 1998 and again in June 1999. The sign easement, represented by the 35ft x 30ft parallelogram drawn in the SW corner of Lot 25, is granted to the Oakshire HOA for the maintenance of the brick entryway sign and the grounds surrounding it. The owner of Lot 25 may do maintenance and mowing within the easement area. The easement does not authorize the removal or maintenance of trees beyond the easement area, unless they are apt to, or do cause damage to the entryway sign. Note: Lots 26 & 27 were combined into Lot 26A.

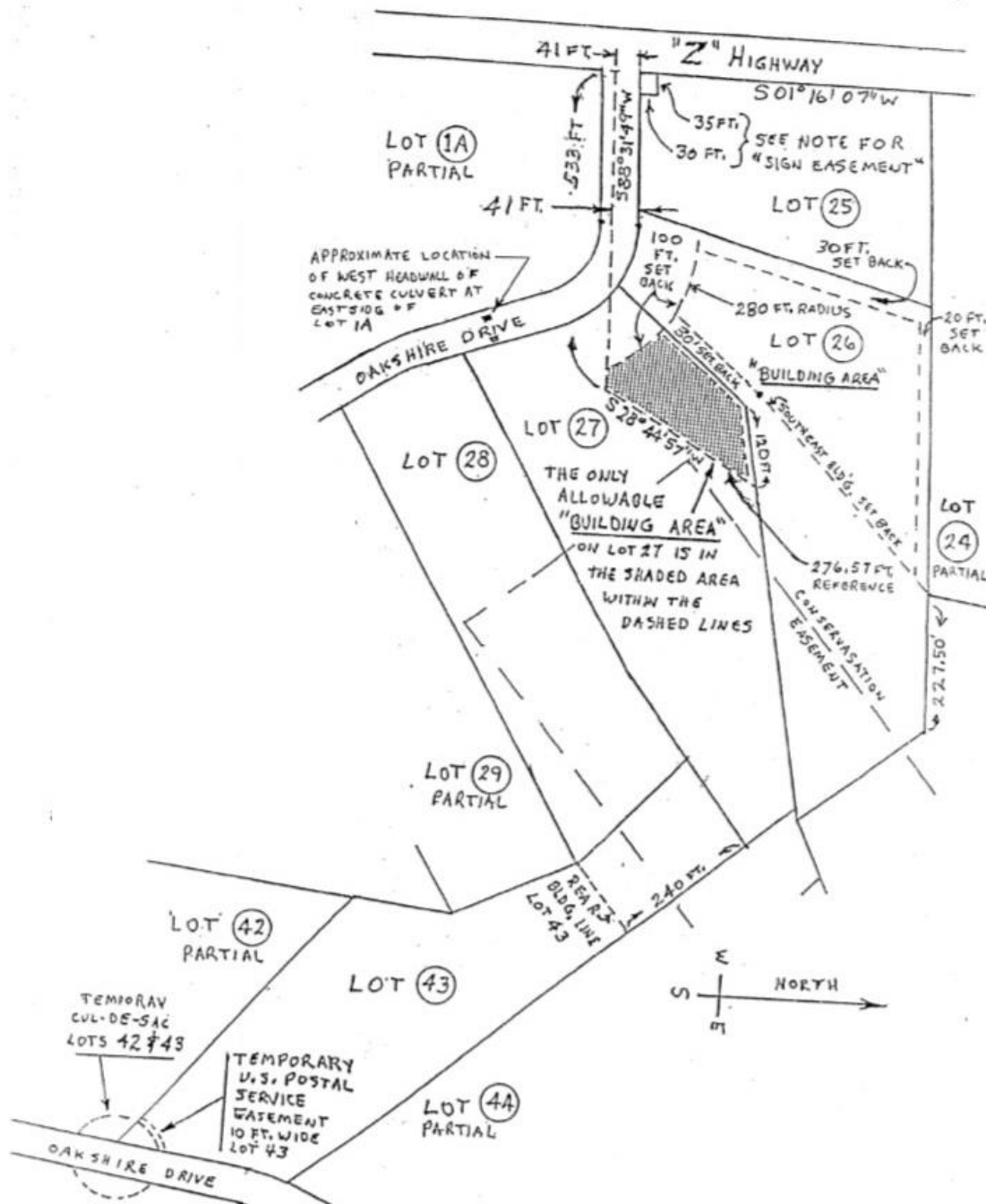


FIGURE 4 OF ARTICLE I, SECTION 5

Rear building lines for Lots 28, 29, 30, and 31. Locations B, C, D, and E are each at the intersection of the easterly extensions of the property line between 2 lots and the westerly edge of the graveled surface of 785 Rd as shown here. Location A is at the southerly edge of the graveled surface of 785 Rd, 130 feet easterly from the northwest corner of Lot 1 (now 1A). If the graveled surface is altered to another material, the elevation points of A, B, C, D, and E should be measured from that new surface. Note: Lots 26 & 27 were combined as Lot 26A.

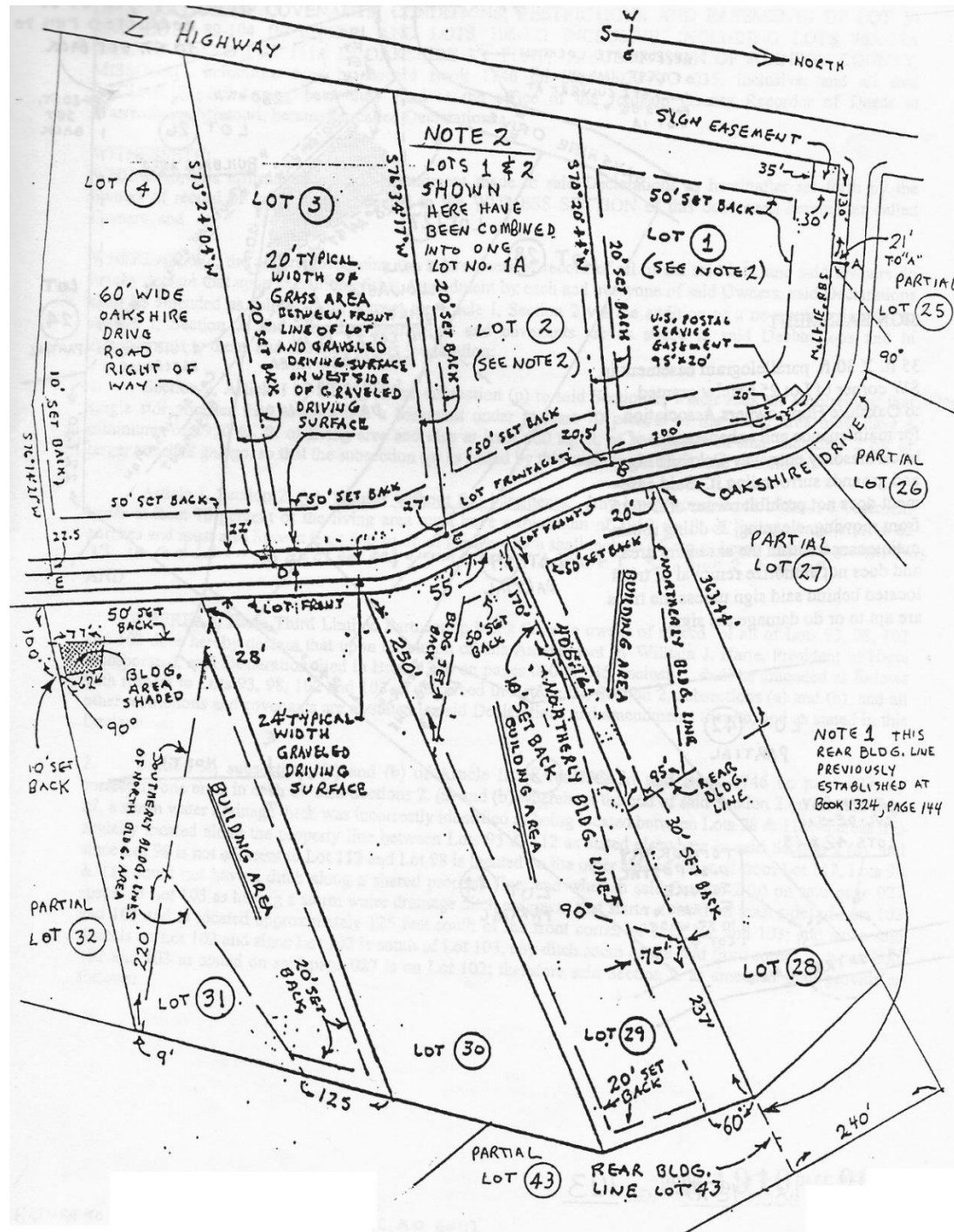


FIGURE 5 OF [ARTICLE I, SECTION 5](#)

Rear building lines for Lots 46, 47, 48, and 49

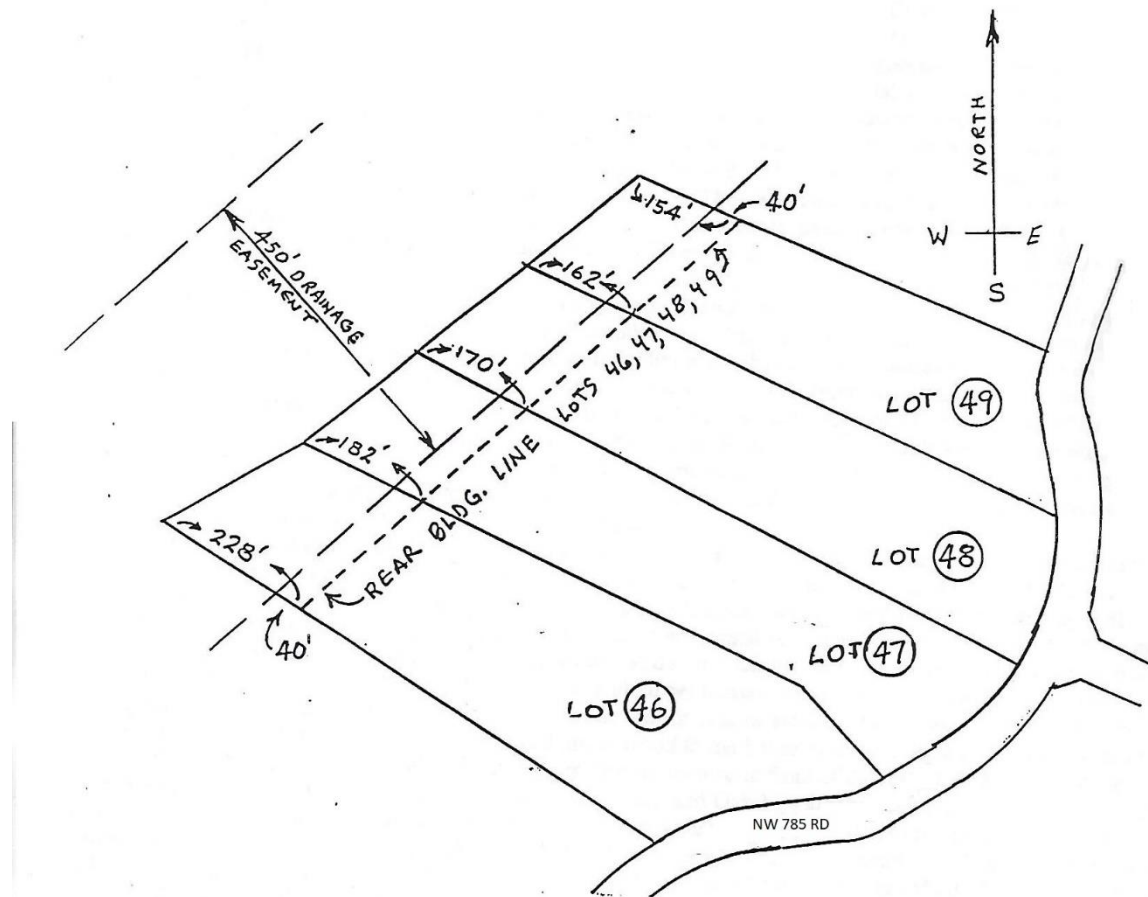


FIGURE 6 OF [ARTICLE I, SECTION 5](#)

A map of the 117 total Lots in Oakshire (SEC. 7 & 18, TWP. 47N, RGE. 28W, JOHNSON CO, MO) indicating the Plat in which each Lot was originally developed.

